

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

ADAMS-BURCH, LLC,  
1901 Stanford Court  
Landover, Maryland 20785

Plaintiff,

vs.

DBGA LLC  
400 Massachusetts Avenue NW, #1219  
Washington, D.C. 20001

ILYA ALTER  
400 Massachusetts Avenue NW, #1219  
Washington, D.C. 20001

DIMITRI CHEKALDIN  
1400 Church Street NW, Unit 311  
Washington, D.C. 20005

Defendants.

CIVIL CASE NO. 19-cv-1662

**COMPLAINT**

COMES NOW, Plaintiff, Adams-Burch, LLC with its Complaint (“Complaint”) against the Defendants DBGA, LLC (“DBGA”), Ilya Alter (“Alter”), and Dimitri Chekaldin (“Chekaldin”), (collectively, the “Defendants”) on the following grounds:

**I. NATURE OF THE CLAIMS**

1. This action arises from Defendants’ failure to satisfy their obligation to pay Adams-Burch for hundreds of thousands of dollars in foodservice equipment and restaurant accoutrements, which Defendants’ fraudulently induced Adams-Burch to provide despite having no intent to pay. Defendants entered agreements and issued fraudulent bank authorizations as part of a conspiracy to gain Adams-Burch’s trust in delivering these very expensive and specialized products and services. At present, Defendants are operating at least two foodservice

establishments using equipment, small wares, flat wares, and table top wares misappropriated from Adams-Burch. As a result of the Defendants' wrongful actions, inactions, and misrepresentations, Adams-Burch has sustained significant and substantial damages.

## **II. PARTIES**

2. Plaintiff Adams-Burch, LLC, is a Delaware limited liability company with its principal place of business located at 1901 Stanford Court, Landover, Maryland 20785.

3. Defendant DBGA LLC is a Washington, District of Columbia, limited liability company with its principal place of business at 400 Massachusetts Ave., NW #1219, Washington, District of Columbia 20001. DBGA can be served through its registered agent, Ilya Alter at 400 Massachusetts Ave., NW #1219, Washington, District of Columbia 20001.

4. Defendant Ilya Alter is an individual residing in the District of Columbia at 400 Massachusetts Ave., NW #1219, Washington, District of Columbia 20001. Mr. Alter is a governor and executing officer of DBGA.

5. Defendant Dimitri Chekaldin is an individual residing in the District of Columbia at 1400 Church Street NW, Unit: 311, Washington, District of Columbia 20005. Mr. Chekaldin is a governor and executing officer of DBGA.

## **III. JURISDICTION AND VENUE**

6. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

7. Upon information and belief, Defendant DBGA is a corporation formed, existing, and located in the District of Columbia and it has no members who are citizens or residents of the State of Maryland.

8. Upon information and belief, Defendants Alter and Chekaldin are residents of the District of Columbia and do not reside in the State of Maryland.

9. Adams-Burch is Delaware limited liability company with its principal place of business in the State of Maryland. It has no offices in the District of Columbia and no members who are citizens or residents of the District of Columbia.

10. This Court has jurisdiction over this dispute pursuant to 28 U.S.C. § 1332 because it is between citizens of different States, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

11. Venue is proper in this Court under 28 U.S.C. 5 §§ 1391(a) and 1391(b) because a substantial part of the events and omissions material to Plaintiff's causes of action occurred in this District, the property that is the subject of the action is situated in this District, and all Defendants are subject to personal jurisdiction in this District at the time this action is commenced.

#### **IV. FACTS**

12. On November 14, 2016, Alter and Chekaldin registered DBGA as a limited liability company for the purpose of opening several foodservice and drinking establishments under the "Dacha" trade name, including the Dacha Navy Yard and Dacha Beer Garden (the "Dacha Establishments").

13. To open, run, and operate those establishments, Alter and Chekaldin needed to acquire large scale foodservice equipment, such as walk-in freezers, ovens, and beer taps, and small wares, flat wares, and tabletop items, such as cutlery, plates, and glasses.

14. Adams-Burch is a specialist in the business of furnishing and installing equipment and fixture packages for hotels, restaurants, resorts, prisons, stadiums, hospitals and other establishments catering to the public and located nationally and abroad.

15. On July 6, 2018, Alter and Chekaldin caused DBGA to enter a Master Procurement and Sales Agreement with Adams-Burch (the “Agreement”). **Exhibit A.** The Agreement governs all purchases from Adams Burch by the Defendants for use at the Dacha Establishments.

16. Defendants agreed that Adams-Burch would be “paid via check, ACH, or electronic wire” (Section 2.1); that payments on larger equipment would be made at set scheduled intervals while payments on the small ware and flat ware items due within 15 days of the date of invoice, and that interest would accrue at the rate of 1.5% per month on all late payments. Exhibit A, “Terms of Sale” Article 14.

17. The Agreement further provides that “[i]n the event of any litigation... the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees (and, if applicable, court and other costs). Exhibit A, Section 5.7.

18. Defendants proceeded to order hundreds of thousands of dollars of foodservice equipment, small wares, flat wares, and table top items, from Adams-Burch for the Dacha Establishments.

19. Adams-Burch began delivery of the orders, but raised concern when payments became routinely late and in some instances, never arrived.

20. To convince Adams-Burch that payment was assured, in or around January 8, 2019, Alter directed Chekaldin to sign an ACH authorization allowing Adams-Burch to draw directly from Alter’s “Eagle Bank” account on a monthly basis, and on May 14, 2019, Alter provided Adams-Burch with a “Credit Card Payment Authorization” allowing for charges to be made against a credit card bearing his name.<sup>1</sup>

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<sup>1</sup> The ACH and Credit Card Authorizations are not attached as exhibits to this complaint as they contain sensitive banking information, and if necessary as future exhibits, will be filed under seal.

21. On May 28, 2019, Adams-Burch issued statements reflecting overdue balances for foodservice equipment (\$184,269.59); and for small wares, flat wares, and table top items in the amounts of \$88,663.35 and \$4,520.59. *See Exhibit B.*

22. Interest has been accruing on those outstanding balances at the rate of 1.5% per month—in some instances—for over six months.

23. In May 2019, Adams-Burch issued a \$23,614.05 charge against the credit card and a \$4,520.59 draw from the ACH, in an effort to pay down the \$93,183.94 balance owed for the small wares, flat wares, and table top items, ordered by and delivered to the Defendants.

24. In response, Defendant Alter accused Adams-Burch of fraud, had the charges reversed, and revoked authorization for Adams-Burch to charge from the ACH and his credit card, leaving Adams-Burch with no means of receiving payment for the \$277,453.53, which remains outstanding and which continues to accrue interest at the rate of 1.5% per month.

25. It is clear, based on their acts, that each of the Defendants (1) fraudulently misrepresented that they would pay for products and services ordered from Adams-Burch with the express intent and purpose of securing hundreds of thousands of dollars in products and services from Adams-Burch despite having no intent on paying; and (2) that Alter and Chekaldin fraudulently induced Adams-Burch to continue delivery of products and services by issuing ACH and credit card authorizations to Adams-Burch, even though they intended to challenge any balances charged against those accounts by Adams-Burch.

26. Those fraudulent and material misrepresentations—among others—were intentionally made by Alter and Chekaldin with the express purpose of inducing Adams-Burch to rely on the same, and Adams-Burch did reasonably rely to its detriment by continuing to deliver products and services to Defendants for which they now refuse to pay.

27. As a result of Defendants' willful, knowing, purposeful, fraudulent and negligent acts and omissions, Adams-Burch has been caused to suffer severe and substantial financial damages for which the Defendants are liable.

## **V. CAUSES OF ACTION**

28. The following causes are alleged in the alternative, but only to the extent necessary.

### **COUNT ONE Breach of Contract (Against DBGA)**

29. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

30. DBGA breached the terms of its Agreement with Adams-Burch by refusing to pay for the goods and services provided by Adams-Burch under the Agreement.

31. DBGA's breach was either intentional or, alternatively, negligent.

32. DBGA is liable to Adams-Burch for its direct and consequential damages and for reimbursement of Adams-Burch's costs and attorneys' fees incurred by having to bring this action.

33. Adams-Burch has suffered direct and consequential damages by reason of DBGA breach in an amount to be proven at trial.

### **COUNT TWO Fraud (Against All Defendants)**

34. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

35. Defendants made numerous material false statements to Adams-Burch and omissions of fact, as set forth in more detail in this Complaint, including, but not limited to,

misrepresentations concerning their intent to pay for the products and services ordered from Adams-Burch, and through the fraudulent ACH and credit authorizations that they purported to issue in order to assure Adams-Burch of such payment.

36. Those misrepresentations and omissions were material in that they caused Adams-Burch to continue performing its obligations under, and not to terminate, the Agreement, and because they prevented Adams-Burch from avoiding the damages it suffered as a result of Defendants' conduct, unreimbursed expenditures it made, and other costs it incurred.

37. The Defendants' fraudulent misrepresentations also deprived Adams-Burch of its right to receive payment because Defendants wrongfully and intentionally lulled Adams-Burch into believing that payment would be made, when in fact, Defendants were taking steps to prevent Adams-Burch from receiving payment.

38. Defendants unlawfully, wrongfully, and fraudulently secured and retained Adams-Burch's efforts and expenditures as Defendants' kitchen designer and provider of all accoutrements necessary to run the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return. Defendants knowingly made the misrepresentations set forth in this Complaint to Adams-Burch, which were accompanied by fraud, ill-will, recklessness, wantonness, oppressiveness, and willful disregard of Adams-Burch's rights with evil motive or actual malice.

39. Defendants made the misrepresentations and omissions set forth above knowing them to be false, or they were aware that they did not know whether such misrepresentations were true or false, and Defendants made those misrepresentations and omissions with the intent to have Adams-Burch act in reliance on them.

40. Adams-Burch relied on those misrepresentations and its reliance was justified.

41. By relying on the misrepresentations, Adams-Burch sustained significant damages in an amount to be proven at trial.

**COUNT THREE**  
**Negligent Misrepresentation and Constructive Fraud (Against All Defendants)**

42. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

43. Defendants made numerous false statements of material fact and withheld or failed to convey material information to Adams-Burch which Defendants had a duty to disclose to Adams-Burch, as set forth more fully in this Complaint.

44. Adams-Burch reasonably relied on the false and withheld information provided by Defendants.

45. These misrepresentations and omissions were material in that they caused Adams-Burch to continue performing its obligations under, and not to terminate, the Agreement, and because they prevented Adams-Burch from avoiding the damages it suffered as a result of Defendants' misconduct, including unreimbursed expenditures it made, and other costs it incurred.

46. The Defendants' negligent misrepresentations also deprived Adams-Burch of its right to receive payment because Defendants negligently lulled Adams-Burch into believing that payment would occur, when in fact, Defendants were taking steps to prevent Adams-Burch from receiving payment.

47. Due to their close working relationship on the Dacha Establishments for nearly a year, the Defendants knew that Adams-Burch relied on information that the Defendants were providing regarding all aspects of the Dacha Establishments.



48. Defendants' actions have caused damages to Adams-Burch in an amount to be proven at trial.

**COUNT FOUR**  
**Unjust Enrichment (Against All Defendants)**

49. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

50. Adams-Burch conferred significant benefits on the Defendants by performing substantial work on the Dacha Establishments, delivering significant amounts of extremely expensive foodservice equipment and other accoutrements making the Dacha Establishments more valuable, and materially advancing the Dacha Establishments. Defendants accepted these benefits without objection or reservation.

51. By failing to provide Adams-Burch with payment and other compensation earned by Adams-Burch for the work it performed for Defendants relating to the Dacha Establishments, Defendants have knowingly received or will knowingly receive a benefit at Adams-Burch's expense.

52. Under the circumstances, it would be unjust, unfair, and inequitable for Defendants to retain the benefit without paying Adams-Burch for its value.

53. Defendants' actions have caused Adams-Burch to incur damages in an amount to be proven at trial.

**COUNT FIVE**  
**Civil Conspiracy to Commit Fraud (Against All Defendants)**

54. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

55. Defendants agreed and sought to accomplish the object of unlawfully, wrongfully, and fraudulently securing Adams-Burch's efforts and expenditures as Defendants' designer,

builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return. Defendants' fraudulent misrepresentations are set forth in more detail throughout this Complaint.

56. Defendants had a meeting of the minds on the object or course of action in fraudulently securing Adams-Burch's efforts and expenditures as Defendants' designer, builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return.

57. Defendants committed one or more unlawful overt acts in unlawfully securing Adams-Burch's efforts and expenditures as Defendants' designer, builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return, including knowingly making the misrepresentations set forth in this Complaint.

58. Adams-Burch has sustained damages as the proximate result of Defendants' conspiracy to unlawfully secure Adams-Burch's efforts and expenditures as Defendants' designer, builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return.

**COUNT SIX**  
**Aiding and Abetting Fraud (Against All Defendants)**

59. Adams-Burch incorporates by reference each of the preceding paragraphs as if fully rewritten herein.

60. Defendants knowingly gave substantial assistance to each other in unlawfully securing Adams-Burch's efforts and expenditures as Defendants' designer, builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying

Adams-Burch what Defendants had agreed to pay Adams-Burch in return, including knowingly making the misrepresentations set forth in this Complaint.

61. Each Defendant was aware of its role as part of the overall unlawful and fraudulent activity at the time that it knowingly provided its assistance to the other Defendants in unlawfully securing Adams-Burch's efforts and expenditures as Defendants' designer, builder, and supplier of all equipment and accoutrements for the Dacha Establishments without Defendants paying Adams-Burch what Defendants had agreed to pay Adams-Burch in return, including knowingly making the misrepresentations set forth in this Complaint.

## **VI. REQUEST FOR RELIEF**

62. WHEREFORE, Plaintiff, Adams-Burch LLC, respectfully prays that the Court will enter judgment as follows:

- a. For Plaintiff's actual damages, costs of suit, fees of experts, interest as required under the Agreement and as permitted by law both from the date of occurrence to the date of entry of judgment, as well as post-judgment interest until paid;
- b. For the attorneys' fees, costs and expenses incurred by Plaintiff in prosecuting this action, as allowed by the Agreement;
- c. For all unpaid accounts receivable owed by Defendants to Plaintiff;
- d. For a constructive trust in Plaintiff's favor in an amount equal to Defendants' liabilities to Plaintiff;
- e. For punitive damages; and
- f. For such other and further relief as the Court may deem just and proper.

## **JURY DEMAND**

Plaintiff hereby demands a jury trial on all issues so triable.

Dated this 6th day of June, 2019

/s/ Clarence Y. Lee

Clarence Y. Lee, Fed. Bar. No. 494290

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*Attorney for Plaintiff*

ADAMS-BURCH, LLC

# **EXHIBIT A**

## MASTER PROCUREMENT AND SALES AGREEMENT

THIS MASTER PROCUREMENT AND SALES AGREEMENT (this "*Agreement*") is entered into as of 7/6, 2018 (the "*Effective Date*"), by and between ADAMS-BURCH, LLC, a Delaware limited liability company doing business as TriMark Adams-Burch ("*we*", "*us*", "*our*" or "*TriMark*"), and [DBGA LLC], a [Washington DC] [LLC] ("*you*", "*your*" or the "*Customer*"), and is based on the following:

A. We are in the business of procuring and distributing foodservice equipment, fixtures, furniture, supplies and other products (collectively, the "*Products*") and providing related services, such as warehousing, delivery, installation, design and support (collectively, the "*Services*").

B. You are in the business of developing, owning, operating and/or franchising various restaurants and other foodservice concepts or operations.

C. You wish to purchase from us, and we wish to supply to you, certain Products and Services in connection with your development of future restaurants and other foodservice concepts (each, a "*Project*" and collectively, "*Projects*"), all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we hereby agree as follows:

### ARTICLE I PROCUREMENT AND SALE OF PRODUCTS AND SERVICES

1.1. General. This Agreement represents the terms and conditions under which TriMark shall provide Products and Services to the Customer pursuant to a Project Addendum (as defined below) signed by an authorized representative of each of TriMark and the Customer.

1.2. Project Addenda. We hereby agree to procure and sell to you, and you hereby agree to purchase from us, upon the terms and conditions set forth or referenced in this Agreement, certain Products and Services for specific Projects as set forth on an addendum to this Agreement (each a "*Project Addendum*," and collectively, "*Project Addenda*") that set forth, among other things, specifications, pricing and payment information for such Products and Services, as well as certain third party services we arrange thereunder. The form of such Project Addenda is attached to this Agreement as Exhibit A hereto. If we incur any additional costs due to health department or other governmental agency requirements, such additional costs will be added to the purchase price payable by you for the Products and Services (unless such additional costs are due to errors in KEC drawings furnished by TriMark). With respect to the Products and Services, you also agree to pay us all of the applicable Federal, state and local sales, use and other taxes, sub-contracted costs, inbound freight from the manufacturer to our staging facility, warehousing, delivery and handling charges (not to exceed amounts quoted and accepted).

1.3. Change Orders. You acknowledge that the purchase price for the Products and Services is subject to adjustment by reason of design or other changes you request and to which we agree. Every change in the description of the Products and Services shall be reflected in writing by a written change order in a form reasonably acceptable to TriMark (each a "*Change Order*"), signed or initialed both by you and us. In the absence of any Change Order(s), we shall provide the Products and Services as set forth in the applicable Project Addendum.

1.4. Cancellations. You further acknowledge that any cancellation or change to the Products and Services to be provided pursuant to a Project Addendum or any part thereof can be made only by the prior written approval of both of us (not to be unreasonably withheld, conditioned or delayed) and, as applicable, our vendors. Cancellation fees/charges cannot exceed costs actually incurred by TriMark.

1.5. Incorporation of General Terms of Sale. While this Agreement and the Project Addendum sets forth certain of the terms and conditions applicable to the sale of the Products and Services for your Project, there are general terms of sale that are applicable to all of the sales we make, and they are attached to this Agreement as Exhibit B (the "Terms of Sale"). The Terms of Sale apply to the sale of Products and Services under this Agreement and all Project Addenda and are incorporated herein and therein in their entirety, so please review those terms carefully. Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the Terms of Sale, this Agreement shall control.

## **ARTICLE II PAYMENT TERMS**

2.1. Payment Schedule. Unless otherwise expressly set forth in a Project Addendum, the purchase price for the Products and Services shall be paid via check, ACH, or electronic wire on the following schedule:

a. Upon signing of a Project Addendum, you shall make an initial cash down payment equal to [fifty percent] ([50]%) of the purchase price.

b. Prior to shipment from manufacturer or warehouse of the Products or the delivery of Services, you shall make an additional cash payment equal to [forty] percent ([40]%) of the Product purchase price, so that the total payments we will have then received shall be equal to [ninety] percent ([90]%) of the purchase price.

c. Within thirty (30) calendar days of the date of the final installation, you shall make a final payment equal to the balance of the purchase price remaining unpaid, including the amount due for all approved amounts relating to Change Orders and all other additional costs described in this Agreement or in the applicable Project Addendum.

2.2. Late Payments. In addition to any late charges assessed under the Terms of Sale and not in limitation thereof, we shall have the right to discontinue rendering our Products and/or Services to you in the event of your failure to timely make any payments due or otherwise fail to fully and timely comply with each of your obligations and undertakings under this Agreement on in the applicable Project Addendum.

2.3. Omitted.

2.4. Security Interest. Until full payment is received by us in connection with a Project, you hereby agree to grant us a priority lien and/or purchase money security interest in the following property: (a) all Products sold by us to you for such Project, (b) all of your rights to payment for such Products and all proceeds therefrom, (c) all additions, improvements, and substitutions to or for such Products, and (d) all insurance proceeds receivable on such Products. You hereby irrevocably authorize and designate us as your lawful attorney-in-fact to perfect the granted security interest and to file U.C.C. financing statements or other appropriate documentation to assure the validity, priority, and enforceability of such security interest(s).

### ARTICLE III INSTALLATION

3.1. Your Obligations. Your responsibilities with respect to our procurement and delivery (and, as applicable, installation) of the Products and Services shall be as follows:

a. You shall provide access to each Project in a timely and continuous manner. All expenses (including storage fees) we incur as a result of delays outlined in Section 5 Exhibit B shall be billed to you as an addition, payable by you upon receipt of our invoice for such expenses. Customer agrees to reimburse only those costs actually incurred and documented in writing by TriMark

b. Except and only to the extent expressly provided for in a Project Addendum, with respect to all installations requiring connections such as hanging hoods, plumbing, electrical, air conditioning, heating and the like, the trades performing such work shall be engaged and provided by and at your sole expense.

c. You shall have completed the construction of a Project (including without limitation the removal of construction debris and materials) to the extent required by us to commence the installation of the Products and the delivery of the Services. Electric current, light, heat, hoisting or elevator service for delivery and/or installation shall be furnished by you to us without charge.

d. The cost of premium pay for labor performed at your request during other than normal working day hours shall be billed as an additional amount payable by you upon receipt of our invoice for such costs. No such costs shall be incurred by TriMark or payable by Customer without prior written explicit approval by Customer.

e. We shall remove all shipping material related to our Products and provide a general wipe-down of our Products. Final cleaning and sanitizing of our Products is your responsibility.

f. You shall be fully responsible for the security of all Products delivered to each Project. All risk of loss, injury or destruction of all or any portion of the Products from any cause whatsoever at all times subsequent to the delivery of the Products to a Project shall be assumed by you and any such loss, injury or destruction shall not operate in any manner to release you from your obligation to make the payments to us as provided in this Agreement. All Products shall be deemed to have been delivered in good physical condition unless you give us notice in writing to the contrary within forty-eight (48) hours after delivery to the Project. We shall not be required to re-order damaged Products except upon your written authorization. You shall be solely responsible for loss or damage to Products located at a Project or at any other site you specify.

g. You understand and agree that any increases in quantity due to variations from measurements shown on building plans or architect's specifications or any changes made in said plans or specifications after we have placed orders for the Products and Services are to be construed as additions to a Project Addendum. We shall not be responsible for overages from such causes.

h. Changes you institute are subject to our cancellation fee as well as any applicable manufacturers' restocking charges plus any freight and handling costs and the like, and will



become your responsibility for payment. Customer agrees to reimburse only those costs actually incurred and documented in writing by TriMark.

i. Regardless of anything else contained in this Agreement or any project Addendum to the contrary, you agree that fabricated and/or custom manufactured Products may not be cancelled, and therefore you shall be fully responsible for all of the costs of fabrication or manufacturing immediately upon the commencement of fabrication or manufacture of such Products. No fabrication and/or custom manufacturing can be commenced without Customer's written approval of respective shop drawings.

j. If any product is defective and/or not in good working order or condition and if Customer notifies TriMark according to Sub-Section 3.1.(f) above, TriMark agrees to pay the costs of packaging, shipping and unloading of returned products, as well as any restocking fees.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

4.1. Authority. Each of you and us represents and warrants to the other that such party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it has been formed; (b) has the right and power under its organizational and governing instruments to execute, deliver and perform its obligations under this Agreement and all Project Addenda; (c) has duly authorized this Agreement, all Project Addenda and the other related documents to be executed or delivered (collectively with the Agreement and Project Addenda, the "Purchase Documents") by all necessary action on the part of all officers, directors, partners, managers, members and any other applicable parties and will not violate any agreement to which each is a party or by which each is bound or subject; and (d) affirms that the individual executing and delivering this Agreement, all Project Addenda and the other Purchase Documents on its behalf has, and shall have, the requisite right, power, capacity and authority to do so.

4.2. No Violations. Each of you and us represents and warrants to the other that the execution and delivery of this Agreement, each Project Addendum and the other Purchase Documents, and the consummation of the transactions contemplated hereby and thereby, by such party do not and will not violate any order, judgment or injunction, or conflict with or result in a breach of or default under any agreement or other obligation to which each is a party or by which each is bound or subject.

#### **ARTICLE V GENERAL PROVISIONS**

5.1. Binding Agreement; Assignment. This Agreement and all Project Addenda shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns, provided, however, that you shall make no assignment of this Agreement or any Project Addendum or transfer the Products or Services by operation of law or otherwise, without our prior written consent.

5.2. Severability. If and to the extent any provision of this Agreement, including its Exhibits and any Project Addendum, is held illegal, invalid or unenforceable in whole or in part under applicable law by a court of competent jurisdiction, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable only to the extent of its illegality, invalidity or unenforceability, and such provision or such portion thereof will be deemed modified to the minimal extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties hereunder, and the remaining provisions and the balance of this Agreement itself shall remain in full force

and effect and shall not be affected thereby. The illegality, invalidity or unenforceability of any such provision in the applicable jurisdiction will not in any way affect the legality, validity or enforceability of such provision or of any other provision of this Agreement, including its Exhibits, or any Project Addendum in any other jurisdiction.

5.3. Entire Agreement; Amendments. This Agreement, together with its Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended or supplemented except in writing signed by each party hereto.

5.4. Investigation of Products and Services. No warranties or representations have been made except only as expressly set forth herein. You have made an independent investigation of the nature and character of the Products and Services and have relied solely upon such investigation with reference thereto and in entering into this Agreement and each Project Addendum, and you are completely satisfied therewith. No oral statement or representation allegedly made by us or our representatives in connection with this Agreement, any Project Addendum or the Products and/or Services shall be binding upon us unless reduced to writing, signed by an officer of ours, and attached to this Agreement.

5.5. Customer Consent. Wherever your written consent is required hereunder, such consent shall conclusively be deemed given by your initialing of documents, instruments or other writings (or by any person we reasonably believe to be authorized so to act on your behalf).

5.6. Notices. Delivery of notices, requests, demands and documents required or desired to be given hereunder shall be deemed effected upon personal delivery or by email (with confirmed delivery) addressed to the party to receive such notice at such party's address on the signature page to this Agreement, or to such other address as notice thereof may be given in accordance with this Section.

5.7. Governing Law; Jurisdiction; Entitlement to Costs. This Agreement and all Project Addenda delivered in connection herewith shall be construed, governed, and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law provisions. The parties consent to the forum and the jurisdiction of the state and federal courts of the District of Columbia, and the Customer waives and agrees not to raise nor assert any defenses based upon venue, inconvenience, or lack of personal jurisdiction in any action or suit. In the event of any litigation with respect to the terms, provisions and/or conditions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees (and, if applicable, court and other costs).

5.8. Photography / Video Release. You hereby grant to us irrevocable permission to use and/or display video/photographs containing images of the Project, without compensation, for use by us in marketing materials, website, digital or print promotions, brochures, catalogues, industry publications, news or for communication purposes, waiving the right to inspect or approve such video/photographs or any materials that use or incorporate such video/photographs, and that we shall be permitted, but not obligated, to include Customer's name in connection with its use of such video/photographs. Our permission to use and/or display any video or photograph belonging to you is conditioned upon our agreement not to modify or otherwise use in any manner that would exploit or cause malicious representation of the Project, or sell to or license for use by third parties, any video and/or photographs, in each case, without your prior written consent.

5.9. Time of the Essence; No Waiver, Etc. Time is of the essence of this Agreement and each Project Addendum. No course of dealing between the parties, nor any failure, neglect or delay by any party in exercising any of the rights hereunder, shall operate as a waiver, forfeiture or abandonment of any such rights, except only to the extent expressly waived in writing.

5.10. Construction. Whenever in this Agreement the context so requires, the neuter gender includes the masculine and/or feminine and the singular number includes the plural, and vice versa.

5.11. Counterparts; Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Facsimile and other electronic delivery of signatures to this Agreement (including PDFs or other copies received as attachments to electronic mail) shall be deemed to be originals and may be relied upon with the same force and effect as originals.

5.12. Headings. The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

BY EXECUTING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ITS EXHIBITS), AND THAT THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN PREPARED BY BOTH YOU AND US AND IS THE PRODUCT OF SUBSTANTIAL ARMS-LENGTH NEGOTIATION BETWEEN YOU AND US.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Master Procurement and Sales Agreement as of the Effective Date first written above.

SUPPLIER:

**ADAMS-BURCH, LLC, d/b/a TRIMARK  
ADAMS-BURCH**

By: Don M. Blaylock  
Name: TAN BLAYLOCK  
Title: CEO

Address: 1901 Stanford Court  
Landover, MD 20785

CUSTOMER:

**[DBG LLC]**

DocuSigned by:  
Ilya Alter  
By: 3F243651C3CA4BC  
Name: Ilya Alter  
Title: Managing Member

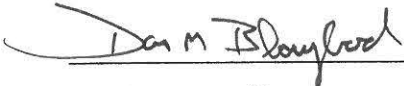
Address: 400 Massachusetts Ave, NW #1219  
Washington, DC 20001



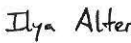
- Electrical cords (unless built-in), electrical plugs or electrical wall receptacles
- Hoisting
- Payment/performance bond
- Third party inspecting and testing
- Millwork
- All penetrations
- Fire stopping of penetrations
- Knee walls
- Fees for on-site dumpster to be provided by Contractor or Owner

**APPROVED AND ACCEPTED BY:**

**ADAMS-BURCH, LLC  
DBA TRIMARK ADAMS-BURCH**

By:   
Print  
Name: DAN BLAYLOCK  
Title: CEO  
Date: 7/6/18

**[CUSTOMER] DBGA LLC**

DocuSigned by:  
  
3F243651C3CA4BC...  
By:  
Print  
Name: Ilya Alter  
Title: Managing Member  
Date: 7/5/2018

**EXHIBIT B**



**TERMS OF SALE**

ALL TRANSACTIONS FOR THE SALE OF PRODUCTS AND SERVICES BY AND BETWEEN TRIMARK USA LLC, AND ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "TRIMARK"), ON THE ONE HAND, AND ITS CUSTOMERS (EACH, A "CUSTOMER"), ON THE OTHER HAND, ARE GOVERNED BY THESE TERMS AND CONDITIONS OF SALE (THE "TERMS OF SALE"). IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS OF SALE AND THE TERMS CONTAINED IN ANY QUOTATION, ORDER, STATEMENT OF WORK OR OTHER DOCUMENT OR AGREEMENT, THESE TERMS OF SALE SHALL CONTROL. NO SUCH CONFLICT SHALL OPERATE AS A REJECTION OF THE SALES CONTRACT.

1. **ACCEPTANCE.** TriMark's acceptance of a quotation, order, statement of work or other document or agreement is subject to Customer's assent to all the terms and conditions set forth in these Terms of Sale, which shall be presumed from Customer's acknowledgment of a quotation, order, statement of work or other document or agreement, acceptance of any or all the goods or services requested, and/or the payment of an invoice.
2. **CREDIT.** TriMark may, but shall not be obligated to, grant credit terms to any Customer. Acceptance of any quotation or order is subject to final credit approval by TriMark. TriMark reserves the right to cancel any sale if TriMark determines that Customer is unable to pay for any products or services. TriMark reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed a Customer, either generally or with respect to an individual quotation, order, statement of work or other document or agreement, and may require cash payments in advance or security satisfactory to TriMark.
3. **SHIPMENT AND DELIVERY.** The delivery of all products by TriMark are subject to the rules, terms, and provisions of the transportation company/carrier utilized by TriMark to deliver the products. TriMark is not responsible for any delay caused by the transportation company/carrier or its failure to timely deliver. TriMark's responsibility for damaged products ceases upon delivery of the products in good condition to the transportation company/carrier. If TriMark uses its own vehicles to deliver products to the Customer's ship-to location, TriMark's responsibility for the condition of delivered products ends upon delivery of the products in good condition to such ship-to location. TriMark shall not be responsible or liable for any delays by TriMark's suppliers or others. TriMark will take reasonable steps to insure delivery of products is made during normal business hours. Customer must provide reasonable access to TriMark or TriMark's transportation company/carrier to make all deliveries.
4. **INSPECTION.** Customer shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Customer to provide TriMark with written notice of a claim within ten (10) days from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Customer of all claims of non-conformity with respect to such products.
5. **DELAYS AS TO SERVICES.** TriMark shall have no liability for any delay or failure to perform any services to the extent that such delay or failure results from any of the following: (a) delay by Customer, or any agent or representative of Customer; (b) Customer's failure to obtain necessary permits or to provide reasonable access to the location where the products are to be delivered or work is to be performed; (c) Customer's failure to make payments when they are due; or (d) any force majeure conditions as set forth in Section 13 of these Terms of Sale.
6. **COST OF DELIVERY, TAXES AND OTHER CHARGES.** Customer shall pay the costs of delivery of the products or services. Customer shall pay all sales, use, excise or similar taxes, or other charges, which TriMark is required to pay, or to collect and remit, to any governmental entity (national, state or local) and which are imposed on or measured by the sale other than those attributable to the income of TriMark.
7. **PICK-UP OF PRODUCTS BY CUSTOMER.** If an order provides that Customer is to pick up the products from TriMark's facility, Customer must remove the products from TriMark's facility within thirty (30) days from the date Customer is informed the products are available for pick-up. Products not removed by Customer from TriMark's facility within thirty (30) days after availability for pick-up will accrue storage fees at the rate of One Hundred Dollars (\$100.00) per day, and the products will only be released to Customer upon payment of all such fees ("Storage Fees"). Customer hereby waives any right to title and possession of the products not removed by Customer from TriMark's facility within ninety (90) days of availability ("Abandoned



Goods and Equipment"). Customer agrees that title to the Abandoned Goods and Equipment will revert to TriMark, and Customer waives, releases, and forever discharges, TriMark from any claimed right or interest by Customer in the Abandoned Goods and Equipment, and from any claim for reimbursement by Customer, in consideration of TriMark's release of Storage Fees. Customer further agrees that TriMark may, without further notice to Customer, dispose of Abandoned Goods and Equipment in any manner that TriMark deems appropriate and that Customer shall have no right to the proceeds from any disposition of such products. Customer shall remain liable and responsible for any outstanding balance due TriMark for such Abandoned Goods and Equipment.

8. **FABRICATED/CUSTOM MANUFACTURED PRODUCTS.** Fabricated or custom manufactured products may not be cancelled, and Customer shall be responsible for all fabrication or manufacturing costs upon commencement of the same. Customer is responsible for reasonable Storage Fees incurred by TriMark due or attributable to delivery delays occasioned by, caused, or requested by Customer. All additional costs or fees related to the fabrication or manufacture of products shall be due and payable in accordance with the terms outlined in TriMark's invoice to, or quotation, order, statement of work or other documentation or agreement with, Customer.

9. **AVAILABILITY.** Inventory is maintained at appropriate levels to service expected business volumes. Periodically inventory may not be available due to circumstances beyond the control of TriMark. Availability is subject to change at any time. TriMark makes no representations or warranties regarding the accuracy or availability of inventory.

10. **PRODUCT SUITABILITY; PICTURES AND DRAWINGS.** While TriMark strives to ensure that its products comply with all laws, many states and localities have codes, ordinances and regulations that govern the transportation, acquisition and use of these products. As TriMark is not a manufacturer of products, it does not warrant or guarantee compliance and cannot be responsible for how a product is used. All pictures or drawings provided by TriMark or a manufacturer are for illustrative purposes only and may not be relied upon for specific measurements or configurations.

11. **NO WARRANTIES TO CONSUMERS.** Customer represents and warrants that it is a company or commercial business and as such, except as set forth in Section 16 below, TriMark makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

12. **MANUFACTURERS' WARRANTIES.** Copies of applicable manufacturer warranties are available from the manufacturer. As a service to Customer, TriMark will obtain copies of manufacturer warranties and furnish them to Customer upon request.

13. **FORCE MAJEURE.** TriMark shall have no liability for delays, failure in performance, or damages due in whole or in part to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, civil disturbances, acts of civil or military authorities or the public enemy, manufacturer caused equipment or part shortages, transportation facilities, fuel or energy shortages, unauthorized use of the products, or other causes beyond TriMark's control whether or not foreseeable.

14. **TERMS OF PAYMENT.** Payment shall be made in accordance with the terms specified on the face of the invoice, quotation, order, statement of work or other document or agreement, and if not so specified, within fifteen (15) days of the date of invoice. TriMark may impose a surcharge on credit card payments that is not greater than TriMark's cost of acceptance. Customer agrees to pay a finance charge of 1.5% per month or the highest rate allowed by applicable law, whichever is less, on any balance not paid when due and TriMark shall be entitled to exercise all legal and equitable remedies available to collect and secure payment for all amounts owed by Customer, including withholding and stopping shipment of products or delivery of services to Customer.

15. **RETURN OF PRODUCTS.** All product returns must be made within thirty (30) days of delivery. All returned products must be in new condition and shall be subject to the acceptance and approval of TriMark and/or TriMark's suppliers. Customer agrees to pay the costs of packaging, shipping and unloading of returned products, as well as any restocking fees charged by TriMark or TriMark's suppliers. As provided in Section 8 above, fabricated or custom manufactured products may not be returned nor may they be cancelled.

16. **LIMITED WARRANTY.** TriMark warrants that all products will be new, unless otherwise specified, and that TriMark's services, if any, will be performed in a commercially reasonable manner. EXCEPT AS SET FORTH IN THIS SECTION, TRIMARK MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESSED OR IMPLIED OF ANY KIND WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY IT, WHETHER AS TO WORKMANSHIP, PERFORMANCE, QUALITY, DURABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. THE ONLY WARRANTIES APPLYING TO THE PRODUCTS SOLD HEREUNDER ARE THOSE (IF ANY) SPECIFICALLY PROVIDED IN WRITING BY THE MANUFACTURER.

17. **LIMITATION OF LIABILITY.** No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product or services delivered or non-delivery, shall be greater in amount than the purchase price for the products or services in respect of which damages are claimed. IN NO EVENT SHALL TRIMARK BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF



DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD OR SERVICES DELIVERED HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION 17 SHALL SURVIVE THE TERMINATION OF THE SALES CONTRACT BETWEEN CUSTOMER AND TRIMARK.

18. **ASSIGNMENT.** Customer may not assign a quotation, order, statement of work or other document or agreement, or any of the rights and obligations thereunder, without the express prior written consent of TriMark.

19. **SUBCONTRACTING.** TriMark may subcontract all or part of the services to be performed by it, but will retain responsibility for the performance of such services to the extent of the limited warranty provided in Section 16 of these Terms of Sale.

20. **TRADEMARKS AND COPYRIGHTS.** Customer acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and Customer covenants that it will take no action to register or otherwise interfere with such rights.

21. **CUSTOMER'S GRANT OF SECURITY INTEREST.** Until full payment is received by TriMark, Customer grants to TriMark a priority lien and/or purchase money security interest in the following property: (a) all products sold by TriMark to Customer, (b) all of Customer's rights to payment for such products and all proceeds therefrom, (c) all additions, improvements, and substitutions to or for such products, and (d) all insurance proceeds receivable on such products. Customer hereby irrevocably authorizes and designates TriMark as its true and lawful attorney-in-fact to perfect the granted security interest and to file U.C.C.-1 financing statements or other appropriate documentation to assure and perfect the validity, priority, and enforceability of such security interest(s).

22. **GOVERNING LAW.** All quotations, orders, statements of work, other documents and agreements and these Terms of Sale, and the provisions contained herein and therein, shall be construed, governed, and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law provisions. The Customer consents to the forum and the jurisdiction of the state and federal courts of the District of Columbia, and the Customer waives and agrees not to raise nor assert any defenses based upon venue, inconvenience, or lack of personal jurisdiction in any action or suit.

23. **ATTORNEYS' FEES.** In the event any party institutes legal proceedings to enforce its respective rights, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus the cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

24. **CORRECTIONS; REVISIONS.** TriMark reserves the right to update or correct any errors or omissions to revise or update information in any quotation, order, statement of work, invoice or other document or agreement with Customer at any time upon prior written notice to Customer. Please note that such errors or omissions may relate to product descriptions, pricing, availability and shipping date(s), and TriMark reserves the right to cancel or refuse to accept any quotation, order, statement of work, invoice or other document or agreement based on incorrect pricing or availability information.

25. **GENERAL.** Except as set forth in Section 24 above, any supplement, modification, amendment or waiver of the terms of a quotation, order, statement of work, invoice or other document or agreement must be in writing and signed by an authorized representative of both Customer and TriMark. If either Customer or TriMark fails to enforce any right or remedy available to it, such failure will not be a waiver of any other right or remedy available to it. TriMark reserves the right to update or modify these Terms of Sale at its sole discretion at any time but such changes shall not change this Agreement unless agreed to and signed by an authorized representative of the Customer. If any provision of these Terms of Sale is found to be illegal, invalid or unenforceable, such provision or portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable only to the extent of its illegality, invalidity or unenforceability, and such finding will not affect the legality, validity or enforceability of the remaining provisions of these Terms of Sale, and a valid provision that most closely approximates the economic effect and intent of the illegal, invalid or unenforceable provision will be substituted for it.

Revision Date: October 10, 2017

# **EXHIBIT B**

**ADAMS-BURCH**

Customer Success Comes First

Professionalism Innovation Expertise Solutions Family

Account  
Number

85009

Statement  
Date

05/28/19

Page  
Number

1

Current

Terms: C.O.D.

## STATEMENT

DACHA NAVY YARD

DBGA LLC

400 MASSACHUSETTS AVE NW

WASHINGTON, DC 20001

Your Salesperson is KEVIN VANZEGO, 301-276-2097

Trans Date	Due Before	Type	Transaction #	Reference	Amount Due
01/22/19	01/23/19	IN	5639051-00	CONTACT: ILYA	13,144.00
02/20/19	02/21/19	IN	5625365-05	PO#: 06	12,916.67
02/26/19	02/27/19	IN	5625365-06	PO#: 06	2,543.69
03/29/19	03/30/19	IN	5625365-07	CONTACT: ILYA	127,208.73
04/15/19	04/19/19	IN	5625365-08	CONTACT: ILYA	5,497.11
04/15/19	04/19/19	IN	5625365-09	CONTACT: ILYA	4,537.31
04/25/19	04/26/19	IN	5733701-00	CONTACT: ILYA	10,567.68
04/25/19	04/26/19	IN	5738392-00	CONTACT: ILYA	2,650.00
05/08/19	05/12/19	IN	5738392-01	CONTACT: ILYA	4,523.88
05/14/19	05/15/19	IN	5738392-02	CONTACT: ILYA	680.52

**Total Due Now**

184,269.59

Account  
Number

85009

Statement  
Date

05/28/19

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Number

1


Current

Terms: C.O.D. 97 DACHA NAVY YARD

☒ Remit to

**Adams-Burch Inc**  
**1901 Stanford Court**  
**Landover, MD**  
**20785-3219**

Call **301-276-2140** for **CHARGE CARD**  
 payment and with any questions  
 or **FAX** us at **301-276-2010**.

 **IMPORTANT:** To insure proper credit, please  
 check (✓) those items being paid. Detach  
 and return this stub with your payment.

Trans Date	Transaction#	Type	Amount	✓
01/22/19	5639051-00	IN	13,144.00	
02/20/19	5625365-05	IN	12,916.67	
02/26/19	5625365-06	IN	2,543.69	
03/29/19	5625365-07	IN	127,208.73	
04/15/19	5625365-08	IN	5,497.11	
04/15/19	5625365-09	IN	4,537.31	
04/25/19	5733701-00	IN	10,567.68	
04/25/19	5738392-00	IN	2,650.00	
05/08/19	5738392-01	IN	4,523.88	
05/14/19	5738392-02	IN	680.52	

**Total Due Now**

184,269.59

If you would prefer to receive your statement via fax or email, please call 301-276-2140  
 with your account number, contact name, and fax number or email address.

**ADAMS-BURCH**

Customer Success Comes First

Professionalism Innovation Expertise Solutions Family

Account  
Number

18588

Statement  
Date

05/28/19

Page  
Number

1

Current

Terms:

Auto COD Net

## STATEMENT

DACHA NAVY YARD  
 DBGA LLC  
 79 POTOMAC AVE SE  
 WASHINGTON, DC 20003

Your Salesperson is KEVIN VANZEGO, 301-276-2097

Trans Date	Due Before	Type	Transaction #	Reference	Amount Due
03/25/19	03/29/19	IN	5674332-00	PO#: OPENING ORDER	43,614.05
04/15/19	05/16/19	IN	5727459-00	CONTACT: DMITRI	14,991.60
04/16/19	05/17/19	IN	5727016-00	PO#: STEAK KNIFE	728.69
04/16/19	05/17/19	IN	5729422-00	PO#: PROPANE TORCHES	159.36
04/16/19	05/17/19	IN	5729897-03	PO#: SCRAPER FOR PAC	46.59
04/16/19	05/17/19	DO	5729901-00	PO#: ZEROLL #20 SCOOP	51.41
04/16/19	05/17/19	DO	5729914-00	PO#: SECOND ORDER	1,107.80
04/16/19	05/17/19	DO	5731992-00	PO#: ROLLING CABINET	933.28
04/16/19	05/17/19	IN	5736372-00	CONTACT: TAYLOR	778.77
04/18/19	05/19/19	IN	5738003-00	CONTACT: DACHANAVYYARD	1,223.42
04/19/19	05/20/19	DO	5733673-00	PO#: SHELVES FOR TAYLO	859.23
04/19/19	05/20/19	IN	5738003-01	CONTACT: DACHANAVYYARD	92.46
04/19/19	05/20/19	IN	5738425-00	CONTACT: SEAN	131.97
04/22/19	05/23/19	DO	5732812-00	PO#: TABLES AND SHELVE	787.17
04/22/19	05/23/19	DO	5736387-00	PO#: SHELVES	1,021.71
04/22/19	05/23/19	DO	5740375-00	PO#: KEG MOVERS	2,512.62
04/23/19	05/24/19	DO	5729911-00	PO#: DEHYDRATOR	514.78
04/23/19	05/24/19	IN	5740627-00	CONTACT: DACHANAVYYARD	237.44
04/23/19	05/24/19	IN	5740764-00	CONTACT: TAYLOR	134.51
04/24/19	05/25/19	DO	5734566-00	PO#: YAKUMI PANS	444.69
04/24/19	05/25/19	DO	5740713-00	PO#: RUSH FLUTES FOR S	1,157.56
04/24/19	05/25/19	IN	5741623-00	CONTACT: TAYLOR	92.22
04/25/19	05/26/19	DO	5731080-00	PO#: 80QT STOCK POT	1,677.73
04/25/19	05/26/19	DO	5739638-00	PO#: BAR ORGANIZER	25.49
04/25/19	05/26/19	DO	5740757-00	PO#: OIL & VINEGAR	348.33
04/26/19	05/27/19	IN	5737445-00	PO#: DACHA BEER GLASSE	1,653.41
04/29/19	05/30/19	DO	5726037-00	PO#: SHELVES AND TABLE	4,914.13
04/29/19	05/30/19	DO	5732763-00	PO#: B&B	868.53
04/29/19	05/30/19	DO	5738139-00	PO#: WEB ORDER	201.16
04/29/19	05/30/19	DO	5740727-00	PO#: SALAD TONG	37.82
04/30/19	05/31/19	DO	5738137-00	PO#: WINE BUCKET	174.48
04/30/19	05/31/19	DO	5741630-00	PO#: TAYLOR BURLINGAME	1,446.44
04/30/19	05/31/19	DO	5741646-00	PO#: OVAL PLATE	1,193.16
04/30/19	05/31/19	IN	5741912-00	CONTACT: DACHANAVYYARD	983.89

Total Due Now

If you would prefer to receive your statement via fax or email, please call 301-276-2140 with your account number, contact name, and fax number or email address.

Account  
Number

18588

Statement  
Date

05/28/19

Page  
Number

1

Current

Terms:

Auto COD Net

97 DACHA NAVY YARD

☒ Remit to

**Adams-Burch Inc**  
**1901 Stanford Court**  
**Landover, MD**  
**20785-3219**

Call **301-276-2140** for **CHARGE CARD** payment and with any questions or **FAX** us at **301-276-2010**.

IMPORTANT: To insure proper credit, please check (✓) those items being paid. Detach and return this stub with your payment.

Trans Date	Transaction#	Type	Amount	✓
03/25/19	5674332-00	IN	43,614.05	
04/15/19	5727459-00	IN	14,991.60	
04/16/19	5727016-00	IN	728.69	
04/16/19	5729422-00	IN	159.36	
04/16/19	5729897-03	IN	46.59	
04/16/19	5729901-00	DO	51.41	
04/16/19	5729914-00	DO	1,107.80	
04/16/19	5731992-00	DO	933.28	
04/16/19	5736372-00	IN	778.77	
04/18/19	5738003-00	IN	1,223.42	
04/19/19	5733673-00	DO	859.23	
04/19/19	5738003-01	IN	92.46	
04/19/19	5738425-00	IN	131.97	
04/22/19	5732812-00	DO	787.17	
04/22/19	5736387-00	DO	1,021.71	
04/22/19	5740375-00	DO	2,512.62	
04/23/19	5729911-00	DO	514.78	
04/23/19	5740627-00	IN	237.44	
04/23/19	5740764-00	IN	134.51	
04/24/19	5734566-00	DO	444.69	
04/24/19	5740713-00	DO	1,157.56	
04/24/19	5741623-00	IN	92.22	
04/25/19	5731080-00	DO	1,677.73	
04/25/19	5739638-00	DO	25.49	
04/25/19	5740757-00	DO	348.33	
04/26/19	5737445-00	IN	1,653.41	
04/29/19	5726037-00	DO	4,914.13	
04/29/19	5732763-00	DO	868.53	
04/29/19	5738139-00	DO	201.16	
04/29/19	5740727-00	DO	37.82	
04/30/19	5738137-00	DO	174.48	
04/30/19	5741630-00	DO	1,446.44	
04/30/19	5741646-00	DO	1,193.16	
04/30/19	5741912-00	IN	983.89	

Continued Next Page

Total Due Now

**ADAMS-BURCH**

Customer Success Comes First

Professionalism Innovation Expertise Solutions Family

Account  
Number

18588

Statement  
Date

05/28/19

Page  
Number

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Current

Terms: Auto COD Net

## STATEMENT

DACHA NAVY YARD  
DBGA LLC  
79 POTOMAC AVE SE  
WASHINGTON, DC 20003

Your Salesperson is KEVIN VANZEGO, 301-276-2097

Trans Date	Due Before	Type	Transaction #	Reference	Amount Due
04/30/19	05/31/19	IN	5742181-00	CONTACT: DACHANAVYYARD	570.71
04/30/19	05/31/19	IN	5745108-00	CONTACT: TAYLOR	45.79
04/30/19	05/31/19	IN	5745861-00	PO#: .	389.06
05/01/19	06/01/19	IN	5746014-00	CONTACT: TAYLOR	56.82
05/02/19	06/02/19	DO	5739637-00	PO#: SAGE NAPKINS	240.37
05/09/19	06/09/19	DO	5732646-00	PO#: CLICK CLACK CONTA	108.02
05/09/19	06/09/19	DO	5751841-00	PO#: SECOND ORDER	1,107.80
05/10/19	06/10/19	DO	5740719-00	PO#: BEVERAGE SERVER	569.24
05/10/19	06/10/19	DO	5740723-00	PO#: SERVING LADLE	36.44
05/14/19	06/14/19	DO	5729902-00	PO#: CAKE PANS	5.78
05/14/19	06/14/19	IN	5754448-00	CONTACT: SARAH	227.50
05/22/19	06/22/19	DO	5741939-00	PO#: ATOMIZER	47.42
05/24/19		CR		CK#: 9472	104.08-
05/24/19		CR		CK#: 9472	978.11-
05/24/19		CR		CK#: 9472	104.08-
05/24/19	06/24/19	IN	5746285-00	PO#: BLUE TRIVETS	216.58
05/24/19	05/28/19	IN	5759730-00	PO#: HOT DOG PLATE	978.11
05/24/19	05/28/19	IN	5761597-00	CONTACT: DACHANAVYY	104.08

Total Due Now

88,663.35

Account  
Number

18588

Statement  
Date

05/28/19

Page  
Number

2

Current

Terms: Auto COD Net  
97 DACHA NAVY YARD

Remit to

**Adams-Burch Inc**  
**1901 Stanford Court**  
**Landover, MD**  
**20785-3219**

Call **301-276-2140** for **CHARGE CARD**  
payment and with any questions  
or **FAX** us at **301-276-2010**.

IMPORTANT: To insure proper credit, please  
check (✓) those items being paid. Detach  
and return this stub with your payment.

Trans Date	Transaction#	Type	Amount	✓
04/30/19	5742181-00	IN	570.71	
04/30/19	5745108-00	IN	45.79	
04/30/19	5745861-00	IN	389.06	
05/01/19	5746014-00	IN	56.82	
05/02/19	5739637-00	DO	240.37	
05/09/19	5732646-00	DO	108.02	
05/09/19	5751841-00	DO	1,107.80	
05/10/19	5740719-00	DO	569.24	
05/10/19	5740723-00	DO	36.44	
05/14/19	5729902-00	DO	5.78	
05/14/19	5754448-00	IN	227.50	
05/22/19	5741939-00	DO	47.42	
05/24/19		CR	104.08-	
05/24/19		CR	978.11-	
05/24/19		CR	104.08-	
05/24/19	5746285-00	IN	216.58	
05/24/19	5759730-00	IN	978.11	
05/24/19	5761597-00	IN	104.08	

Total Due Now

88,663.35

If you would prefer to receive your statement via fax or email, please call 301-276-2140  
with your account number, contact name, and fax number or email address.

**ADAMS-BURCH**

Customer Success Comes First

Professionalism Innovation Expertise Solutions Family

Account  
Number

15584

Statement  
Date

05/28/19

Page  
Number

1

Current

Terms: Auto COD Net

## STATEMENT

DACHA BEER GARDEN  
DACHI LLC  
1600 7TH STREET NW  
WASHINGTON, DC 20001

Your Salesperson is KEVIN VANZEGO, 301-276-2097

Trans Date	Due Before	Type	Transaction #	Reference	Amount Due
03/01/19	04/01/19	IN	5706569-99		571.28
03/26/19	04/26/19	IN	5720107-99		1,980.12
05/10/19	06/10/19	IN	57201073-9		6.36
05/10/19	06/10/19	IN	5723238-99		1,018.89
05/10/19	05/11/19	CR	5726278-99		54.34-
05/10/19	06/10/19	IN	5732626-99		83.44
05/15/19	06/15/19	DO	5749163-00	PO#: BITTERS BOTTLES	870.56
05/21/19	06/21/19	IN	77777-99		35.00
05/24/19	06/24/19	IN	5761368-00	CONTACT: OSCAR	9.28

Total Due Now

4,520.59

Account  
Number

15584

Statement  
Date

05/28/19

Page  
Number

1

Current

Terms: Auto COD Net  
97 DACHA BEER GARDEN

Remit to

**Adams-Burch Inc**  
**1901 Stanford Court**  
**Landover, MD**  
**20785-3219**

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05/10/19	57201073-9	IN	6.36	
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05/10/19	5732626-99	IN	83.44	
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05/24/19	5761368-00	IN	9.28	

Total Due Now

4,520.59

If you would prefer to receive your statement via fax or email, please call 301-276-2140  
with your account number, contact name, and fax number or email address.

## CIVIL COVER SHEET

JS-44 (Rev. 6/17 DC)

<b>I. (a) PLAINTIFFS</b> ADAMS-BURCH, LLC 1901 Stanford Court Landover, Maryland 20785  (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>P.G. Cty. MD</u> (EXCEPT IN U.S. PLAINTIFF CASES)	<b>DEFENDANTS</b> DBGA LLC, ILYA ALTER & DIMITRI CHEKALDIN 400 Massachusetts Avenue NW, #1219 Washington, District of Columbia 20001  COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>Dist. of Columbia</u> (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Clarence Y Lee, #494830 Matthew J. Antonelli, #1025587 Saul Ewing Arnstein & Lehr LLP 1919 Pennsylvania Avenue NW, Suite 550 Washington, D.C. 20006 (202) 295-6614	ATTORNEYS (IF KNOWN) N/A

<b>II. BASIS OF JURISDICTION</b> (PLACE AN x IN ONE BOX ONLY) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="radio"/> 1 U.S. Government Plaintiff         </div> <div style="width: 48%;"> <input type="radio"/> 3 Federal Question (U.S. Government Not a Party)         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="radio"/> 2 U.S. Government Defendant         </div> <div style="width: 48%;"> <input checked="" type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)         </div> </div>	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) <b>FOR DIVERSITY CASES ONLY!</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input checked="" type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input checked="" type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input checked="" type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
	PTF	DFT		PTF	DFT																				
Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input checked="" type="radio"/> 4																				
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																				

## IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> <b>A. Antitrust</b>  <input type="checkbox"/> 410 Antitrust	<input type="radio"/> <b>B. Personal Injury/Malpractice</b>  <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> <b>C. Administrative Agency Review</b>  <input type="checkbox"/> 151 Medicare Act  <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> <b>D. Temporary Restraining Order/Preliminary Injunction</b>  Any nature of suit from any category may be selected for this category of case assignment.  *(If Antitrust, then A governs)*
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<input checked="" type="radio"/> <b>E. General Civil (Other)</b>	<input type="radio"/> <b>F. Pro Se General Civil</b>
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<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property  <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement  <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent – Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609  <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)
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<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  <i>*(If pro se, select this deck)*</i>	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  <i>*(If pro se, select this deck)*</i>	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input checked="" type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
☒ 1 Original Proceeding  
 ☐ 2 Removed from State Court  
 ☐ 3 Remanded from Appellate Court  
 ☐ 4 Reinstated or Reopened  
 ☐ 5 Transferred from another district (specify)  
 ☐ 6 Multi-district Litigation  
 ☐ 7 Appeal to District Judge from Mag. Judge  
 ☐ 8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 28 U.S.C. § 1332 - Breach of Contract,

<b>VII. REQUESTED IN COMPLAINT</b>	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	<b>DEMAND \$ TBD</b>	Check YES only if demanded in complaint <b>JURY DEMAND:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>VIII. RELATED CASE(S) IF ANY</b>	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form

DATE: 6/6/2019	SIGNATURE OF ATTORNEY OF RECORD: /s/ Clarence Y. Lee
----------------	--

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.



## District of Columbia

Civil Action No. **19-cv-1662**

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## District of Columbia

Civil Action No. **19-cv-1662**

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

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\_\_\_\_\_  
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*Server's address*

Additional information regarding attempted service, etc:

## District of Columbia

Civil Action No. **19-cv-1662**

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: